

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM339014

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Microsemi Corporation		04/21/2015	CORPORATION: DELAWARE
Microsemi Corp.-Analog Mixed Signal Group		04/21/2015	CORPORATION: DELAWARE
Microsemi Semiconductor (U.S.) Inc.		04/21/2015	CORPORATION: DELAWARE
Microsemi Frequency and Time Corporation		04/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	One Independence Center 101 N Tryon Street, Mailcode NC1-001-05-45		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	4322813	SYNCWORLD	
Registration Number:	4238322	TIMEPOD	
Registration Number:	3947383	PACKETIME	
Registration Number:	3628822	TIMECREATOR	
Registration Number:	3301639	SYMMETRICOM	
Registration Number:	3134865	SYMMETRICOM	
Registration Number:	2919351	TIMEPROVIDER	
Registration Number:	2875264	TIMECESIUM	
Registration Number:	2879921	TIMEHUB	
Registration Number:	2687410	TIMEPICTRA	
Registration Number:	2657378	SYNCSERVER	
Registration Number:	2402677	TIMESOURCE	
Registration Number:	2249503	EXACTIME	
Registration Number:	2398180	BESTIME	

OP \$740.00 4322813

Property Type	Number	Word Mark
Registration Number:	2274671	SYMMETRICOM
Registration Number:	1769839	TRUETIME
Registration Number:	3524177	
Registration Number:	2831794	ZL
Registration Number:	2980696	ZARLINK
Registration Number:	2985282	POWERDSINE
Registration Number:	2201925	POWERDSINE
Registration Number:	4616039	MICROSEMI
Registration Number:	4339595	MICROSEMI
Registration Number:	3652120	LET
Registration Number:	3636989	LINEARITY ENHANCEMENT TECHNOLOGY
Registration Number:	3542192	INTELLIGENT RF
Registration Number:	3816100	VT SILICON
Registration Number:	4262750	SUPERDIVIDER
Serial Number:	86398028	QUANTUM

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	04/22/2015

Total Attachments: 7

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of April 21, 2015 (“Supplemental Trademark Security Agreement”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “Grantors”), is in favor of BANK OF AMERICA, N.A., as collateral agent ((in such capacity, the “Collateral Agent”) and as successor, in such capacity, to ROYAL BANK OF CANADA (the “Prior Collateral Agent”) and as successor, in such capacity to MORGAN STANLEY & CO. LLC (the “Subsequent Collateral Agent”) and as successor, in such capacity, to MORGAN STANLEY & CO. INCORPORATED (the “Original Collateral Agent”)) for the Secured Parties (in such capacity, the “Assignee”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement dated as of November 2, 2010 (the “Guarantee and Collateral Agreement”) in favor of the Assignee and MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement);

WHEREAS, the Original Collateral Agent resigned and was replaced by the Subsequent Collateral Agent;

WHEREAS, pursuant to the terms of the Successor Agent Agreement dated March 18, 2014 (the “Prior Successor Agent Agreement”), the Subsequent Collateral Agent resigned and was replaced by the Prior Collateral Agent;

WHEREAS, pursuant to the terms of the Successor Agent Agreement dated March 31, 2015 (the “Successor Agent Agreement”), the Prior Collateral Agent resigned and was replaced by the Collateral Agent;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, each Grantor has created in favor of the Collateral Agent a security interest in, and the Collateral Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Qualified Counterparties to enter into the Specified Hedge Agreements and the Specified Cash Management Agreements and provide financial accommodation, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), as

collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest would be prohibited by the terms of the Guarantee and Collateral Agreement; and (ii) the security interest granted hereby (x) shall attach at all times to all proceeds of such property, (y) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (z) to the extent severable shall in any event attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Assignee pursuant to the Guarantee and Collateral Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.


THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Trademark Security Agreement signed by all the parties shall be lodged with the Borrower, the Administrative Agent and the Collateral Agent.

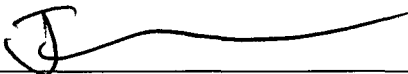
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IN WITNESS WHEREOF, each Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

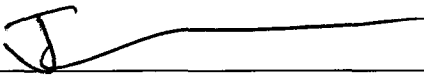
MICROSEMI CORPORATION, AS
ASSIGNOR

By: 
Name: John W. Hohener
Title: Executive Vice President, Chief
Financial Officer, Treasurer and
Secretary

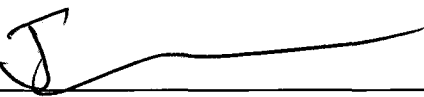
MICROSEMI CORP. - ANALOG MIXED
SIGNAL GROUP, AS ASSIGNOR

By: 
Name: John W. Hohener
Title: Vice President, Chief Financial
Officer, Secretary and Treasurer

MICROSEMI SEMICONDUCTOR (U.S.)
INC., AS ASSIGNOR

By: 
Name: John W. Hohener
Title: Chief Financial Officer and
Corporate Secretary

MICROSEMI FREQUENCY AND TIME
CORPORATION, AS ASSIGNOR

By: 
Name: John W. Hohener
Title: Secretary

Accepted and Agreed:

BANK OF AMERICA, N.A., AS ASSIGNEE

By: 
Name: **Bridgett J. Manduk Mowry**
Title: **Vice President**

[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 005502 FRAME: 0209

TRADEMARKSTrademark Registrations and Applications

Owner	Trademark	Serial No.	Reg. No.
Microsemi Frequency and Time Corporation	SYNCWORLD	85364112	4322813
Microsemi Frequency and Time Corporation	TIMEPOD	85234971	4238322
Microsemi Frequency and Time Corporation	PACKETIME	85106831	3947383
Microsemi Frequency and Time Corporation	TIMECREATOR	78701748	3628822
Microsemi Frequency and Time Corporation	SYMMETRICOM	78345179	3301639
Microsemi Frequency and Time Corporation	SYMMETRICOM	78345159	3134865
Microsemi Frequency and Time Corporation	TIMEPROVIDER	76353526	2919351
Microsemi Frequency and Time Corporation	TIMECESIUM	76335090	2875264
Microsemi Frequency and Time Corporation	TIMEHUB	76325519	2879921
Microsemi Frequency and Time Corporation	TIMEPICTRA	76325500	2687410
Microsemi Frequency and Time Corporation	SYNCSEVER	76324470	2657378
Microsemi Frequency and Time Corporation	TIMESOURCE	75590521	2402677
Microsemi Frequency and Time Corporation	EXACTIME	75462459	2249503
Microsemi Frequency and Time Corporation	BESTIME	75035162	2398180
Microsemi Frequency and Time Corporation	SYMMETRICOM	74429978	2274671
Microsemi Frequency and Time Corporation	TRUETIME	74280171	1769839
Microsemi Semiconductor ULC	DESIGN ONLY	78084440	3524177
Microsemi Semiconductor ULC	ZL	78071396	2831794
Microsemi Semiconductor ULC	ZARLINK	78061106	2980696
Microsemi Corp.-Analog Mixed Signal Group Ltd	POWERDSINE	78410005	2985282
Microsemi Corp.-Analog Mixed Signal Group Ltd	POWERDSINE	75179478	2201925
Microsemi Corporation	QUANTUM	86398028	
Microsemi Corporation	MICROSEMI	86016172	4616039

Microsemi Corporation	MICROSEMI	85525326	4339595
Microsemi Corporation	LET	77405103	3652120
Microsemi Corporation	LINEARITY ENHANCEMENT TECHNOLOGY	77342832	3636989
Microsemi Corporation	INTELLIGENT RF	77342776	3542192
Microsemi Corporation	VT SILICON	77342732	3816100
Microsemi Corporation	SUPERDIVIDER	85496658	4262750